

RESOLUTION

03- *P* -0361

BY PUBLIC SAFETY & LEGAL ADMINISTRATION COMMITTEE

AN RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BOARD OF EDUCATION AND THE CITY OF ATLANTA FOR THE LEASE OF 407 ASHWOOD AVENUE SOUTHWEST, ATLANTA, GEORGIA (FORMERLY THE OLD GILBERT SCHOOL) FOR THE PURPOSE OF HOUSING THE ATLANTA FIRE DEPARTMENT TRAINING AND RESCUE SECTIONS; FOR A MONTHLY RATE OF \$1,067.00 PER MONTH FOR THE FIRST YEAR WITH AN INCREASE OF (5%) EACH YEAR THEREAFTER UNTIL THE END OF THE FIVE-YEAR LEASE TERM; AND FOR OTHER PURPOSES.

WHEREAS, The Atlanta Fire Department has maintained and utilized the facilities at 407 Ashwood Avenue, Southwest, (formerly known as the Old Gilbert School) for a training academy for the purpose of training the fire recruits and fire fighting personnel; and

WHEREAS, funding is not available to construct a new facility that would adequately accommodate the needs of the fire academy; and

WHEREAS, it has been determined that this site can continue to serve in a training capacity until such funding is appropriated.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

Section 1: That the Mayor or her designee be and is hereby authorized to enter into a five (5) year lease agreement with the Atlanta Board of Education for the entire space located at 407 Ashwood, Southwest, Atlanta, Georgia (formerly known as the Old Gilbert School) for a rate of one thousand sixty seven dollars (\$1,067.00) per month with an increase of five percent (5%) per year after the first year until the end of the lease period starting July 1, 2002 through June 30, 2007.

Section 2: That the City attorney is directed to prepare and review said appropriate lease agreement which shall not binding on the City and the City shall incur no liability upon same until such said lease has been executed by the Mayor and delivered to lessor.

Section 3: That all payments shall be charged to and paid from FAC 1A01 525001 W34002

Section 4: Be it finally resolved that all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

**STATE OF GEORGIA
COUNTY OF FULTON**

LEASE AGREEMENT

This Agreement made this 12th day of August, 2002, between the **Atlanta Independent School System**, hereinafter referred to as "Lessor", and the **City Of Atlanta**, hereinafter referred to as "Lessee".

WITNESSETH

1. For and in consideration of the sum of \$1,067.00 per month (with an increase of 5% each year after the first year until the end of the lease term) to the Lessor hereinafter recited, Lessee does hereby lease the following described property from Lessor:

(Approximately 28,900 square feet)
Old Gilbert School
407 Ashwood Avenue, S.W.
Atlanta, Georgia 30315

2. Said lease shall cover the period July 1, 2002, until June 30, 2007, subject to annual renewal for a period, in the sole discretion of the Lessor, of five (5) years.

3. Either party to this lease may cancel said lease upon the giving of ninety (90) days written notice of its intention to cancel.

4. Lessee will provide a certificate of insurance showing that property insurance has been obtained in an amount not less than 100% of the replacement value of the school property.

5. The premises shall be used for the sole purpose of training fire recruits.

6. Lessee will be responsible for all maintenance and cleanliness of the property, and will pay all operating expenses and utilities for the duration of this lease.

7. Premises shall not be used for any illegal purposes; nor in a manner to create any nuisance or trespass; nor in any manner to vitiate the public character of said premises, nor for private school purposes.

8. The Lessee agreement that they will help to beautify and maintain the facility.

9. Lessee agrees not to abandon or vacate leased premises during the period of this lease, and agrees to use said premises for the purpose herein leased until the expiration hereof.

10. If the premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Lessor and Lessee as of the date. If the premises are damaged but not wholly destroyed by any of such casualties, then, at the option of Lessor, this lease may be terminated. Lessor shall be under no obligation to restore the premises to the same condition as before the damage.

11. Lessee may not sublease said premises without the prior written approval of the Lessor, such approval to be given or withheld in Lessor's sole and absolute discretion.

12. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale, and not assignable by Lessee except by the written consent of Lessor.

13. Lessee agrees that no modifications, improvements, alterations or additions may be made to said premises without the prior written consent of the Lessor. Any additions caused by Lessee shall become the property of Lessor upon the termination of this lease. All plans for modifications, improvements, alteration or additions must be reviewed by staff in Facilities Services.

14. Lessor or its duly authorized representatives may enter upon the said premises at any and all reasonable times during the term of this Agreement for the purpose of determining whether or not Lessee is complying with the terms and conditions hereof or for any other purpose incidental to the rights of Lessor.

15. No goods, merchandise or material shall be kept, stored in or on said premises, which are explosive. No alcoholic beverages shall be sold or used upon the premises. Nothing shall be done on said premises, other than as is provided for in this Agreement, which will increase the rate of or suspend the insurance upon said premises or other property of Lessor.

16. The occupancy and use by the Lessee of the premises and the rights herein conferred upon the Lessee shall be subject to valid rules and regulations as are now or may hereafter be prescribed by Lessor through the lawful exercise of its powers; provided, however, that no such rule or regulation shall be of such nature as to interfere with or constitute any derogation of, or infringement with or upon the rights and privileges herein in this Agreement granted to Lessee.

17. This Agreement is made upon the express condition that the Lessor shall be free from all liabilities and claims for damages for or by reason of any injury or injuries to any persons or property of any kind whatsoever, whether the person or property of Lessee, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this Agreement or occasioned by any occupancy or use of said premises or any activity carried on by Lessee in connection therewith, and Lessee hereby covenants and agrees to indemnify and save harmless the Lessor from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injuries,

liabilities, claims, suites or losses, however occurring. Nothing contained herein is intended to be a waiver in any respect whatsoever of Lessor's rights to assert under any circumstances whatsoever its claim or governmental immunity from any liability or damages asserted against it by any person, natural or entities, created by law.

18. Lessee agrees to return the premises in the same condition in which it entered said premises, except for usual wear and tear.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the year and day first above written.

CITY OF ATLANTA

ATTEST:

Clerk of Council

Mayor of the City of Atlanta

APPROVED AS TO FORM:

RECOMMENDED:

Assistant City Attorney

Chief Operating Officer

APPROVED:

Wanda L. Ming
Department of Fire

APPROVED:

Director of the Bureau of
Purchasing and Real Estate

APPROVED:

Chief Financial Officer

ATLANTA INDEPENDENT SCHOOL SYSTEM

By: Beverly L. Hall
Title: _____

APPROVED AS TO FORM:

Ry M. [Signature]
General Counsel

TRANSMITTAL FORM FOR LEGISLATION

To Mayor's Office Greg Pridgeon, Chief of Staff

Commissioner Signature *Wanda L. Martin* (for review & distribution to Executive Management)

Director Signature _____

From: Originating Dept. Fire

Contact (name) _____

Ms. Nada P. Holloway (404-853-7031)

Committee(s) of Purview: Public Safety

Committee Deadline: _____

Committee Meeting Date(s) February 25 -26, 2003

City Council Meeting Date: _____

March 3, 2003

CAPTION:

An resolution authorizing the Mayor to enter into an agreement with the Board of Education and the City of Atlanta for the lease of 407 Ashwood Avenue Southwest, Atlanta, Georgia (Formerly the old Gilbert School) for the purpose of housing the Atlanta Fire Department Training and Rescue Sections; for a monthly rate of \$1,067.00 per month for the first year with an increase of (5%) each year thereafter until the end of the five-year lease term; for other purposes.

BACKGROUND/PURPOSE/DISCUSSION:

The City of Atlanta Fire Department would like to maintain the present facility for training purposes until funds can be appropriated for the construction of a new training facility.

FINANCIAL IMPACT (if any):

General Fund Budget \$12,804.00 annually for the first year; year two \$13,780.32; year three \$14,469.06; year four \$15,192.24; year five \$15,951.90.

Mayor's Staff Only

Received by Mayor's Office: _____
(date)

Reviewed: _____
(Initials) (date)

Submitted to Council: _____
(date)

Action by Committee: _____ Approved _____ Adversed _____ Held _____ Amended
Substitute _____ Referred _____ Other _____